

Community Housing Energy Performance Grant

Funding Agreement

October 2024

Project Reference **Community Housing Energy Performance Grant**

Department **Department of Climate Change, Energy, the
Environment and Water**

Recipient **[Insert]**

Table of Contents

Details	4
Terms	6
1. Interpretation	6
2. Definitions	6
3. Term.....	15
4. The Recipient’s obligations	15
5. Supply and Installation standards and requirements	16
6. Insurance requirements	17
7. Representations and Warranties	18
8. Paying the Grant	19
9. Incentive Credits – Payments.....	20
10. Withholding, Suspending, Changes to Milestone Amounts and Repayment	21
11. Assets	24
12. GST	25
13. Reporting Requirements	26
14. Records	28
15. Milestones.....	29
16. Intellectual Property	29
17. Confidential Information	31
18. Privacy.....	32
19. Public Announcements and Acknowledgement.....	33
20. Disclosure of Information.....	35
21. Indemnities and liability.....	35
22. Work Health and Safety	36
23. Termination.....	39
24. Modern Slavery.....	42
25. Dispute Resolution.....	42
26. Notices	43
27. General	44
Executed as a deed	47
Schedule A – Project Reporting, Milestones & Assurance Material	48

Schedule B – Reporting Requirements.....	51
Schedule C – Plans, Policies, Regulations, Guidelines and Standards.....	55
Schedule D – Data collection spreadsheet.....	56
Schedule E – Safety Checklist.....	57
Schedule F – Application.....	59
Schedule G – Grant Guidelines	60

Details

Item 1	'Department' or 'DCCEEW'	Name	The Crown in right of the State of New South Wales acting through the Department of Climate Change, Energy, the Environment and Water
		Address	4PSQ, 12 Darcy Street Parramatta NSW 2150
		ABN	27 578 976 844
Item 2	Department Authorised Officer	Name	
		Position	
		Address	
		Telephone	
		E-mail	
Item 3	'Recipient'	Name	
		Address	
		ACN	
		Email	
Item 4	Recipient's Authorised Officer	Name	
		Position	
		Address	
		Telephone	
		E-mail	
Item 5	Application		means the application in Schedule F, as submitted by the Recipient for the Project dated [insert date]
Item 6	Project		The installation of the Assets at all the Properties.
Item 7	Number of Properties		The number of Properties under this Project is [insert].
Item 8	Grant		A total amount [Insert] (GST exclusive) payable as Milestone Amounts, as that amount is adjusted in accordance with this Deed. The payment of any Incentive Credits is in addition to the Grant.
Item 9	Commencement Date		The Commencement Date is the date that this Deed is executed by the parties (or the last date that a party executes this Deed, if executed on different dates).
Item 10	Additional Insurance Policies		[Insert]

Item	Special Conditions
11	

Terms

1. Interpretation

Unless the context requires otherwise, in this Deed:

- (a) the terms set out in the left hand column of the Details have the meaning ascribed to them in the right hand column of the Details;
- (b) where any time limit pursuant to this Deed falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (c) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same statute, regulation, ordinance or by-law from time to time;
- (d) the meaning of general words are not limited by specific examples introduced by “including” or “for example” or similar expressions;
- (e) references to persons include bodies corporate, government agencies and vice versa;
- (f) references to the parties include references to respective directors, officers, employees and agents of the parties;
- (g) nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or any part of it; and
- (h) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

2. Definitions

Activity or **Activities** means, in respect of a Milestone, the tasks, work or activities identified in the ‘Activity’ column of **Schedule A**.

Application has meaning given in Details.

Assets means:

- (a) any rooftop solar photovoltaic system, heat pump hot water systems, LED lighting, split system or reverse cycle air conditioning systems, ceiling fans, ceiling insulation and other home improvements including draught proofing and

window shading and associated works (including racking, inverters and electrical equipment); or

- (b) any other form of energy efficiency technology or upgrades agreed in writing by the Department,

to be purchased, created, installed, commissioned or otherwise brought into existence wholly, or in part, with the use of the Grant.

Assurance Material are the reports, materials or other evidence (if any) specified in **Schedule A** as evidence of Milestone Completion in respect of each Milestone.

Authority includes any government agency, governmental or semi-governmental or local government authority, administrative, regulatory or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality.

Background IP means all materials in which Intellectual Property rights subsist that a party makes available for the purpose of this Deed, and which:

- (a) are in existence prior to the Commencement Date; or
- (b) are brought into existence independently of this Deed or the Project.

Best Industry Practice means the practices required for the management and works of a project similar to the Works and the Project, which are performed:

- (a) with the standard of skill, care and diligence which may reasonably be expected of a skilled and experienced professional, suitably qualified in the provision of services similar to the Work for a project similar to the Project;
- (b) with due expedition and without unnecessary or unreasonable delays;
- (c) in a manner safe to all people and the environment, and in compliance with all laws;
- (d) by qualified, trained and experienced personnel using high quality, safe and proper procedures and industry standards;
- (e) with adequate levels of resources, including personnel, materials and supplies; and
- (f) with a commitment to continually adopting innovation to improve service quality and value for money.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs on a full indemnity basis.

Confidential Information of a party means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential;
- (b) has been designated as confidential by a party;
- (c) is capable of protection at common law or equity as confidential information; or
- (d) is derived or produced partly from the information in paragraphs (a), (b) or (c) above,

but does not include information that:

- (e) is in the public domain; or
- (f) is independently known or developed by the party receiving the information other than as a result of a breach of this Deed or any other obligation of confidentiality owed by or to any other person.

Correctly Rendered Invoice means a tax invoice that:

- (a) complies with the requirements of the GST Law;
- (b) sets out:
 - (i) details of the Milestone completed for which the Grant or the relevant Milestone Amount is claimed;
 - (ii) if applicable, the Incentive Credit amount that the Recipient is entitled to receive in accordance with clause 9;
 - (iii) applicable GST; and
 - (iv) the total amount payable; and
- (c) contains any other details, and is accompanied by any other supporting information, reasonably required by the Department.

Deed means this funding deed document and includes the Details, Terms, Schedule A, and any other schedules, annexures or other documents cross-referenced in this Deed.

Eligible Activities means the activities specified in section 1.2.4 of Schedule G.

Eligible Project Expenditure means:

- (a) capital costs of the Project for the installation of Eligible Activities, other than Ineligible Expenditure; and
- (b) the costs of the Enabling Works at all of the total Properties for the Project in an amount not exceeding 10% of the budgeted expenditure for completion of the Project unless otherwise agreed by the Department in writing (in the Department's sole discretion) prior to any such costs being incurred.

Enabling Works means any works directly required in order to enable the installation of the Assets.

Encumbrance means an interest or power:

- (a) reserved in or over any interest in any asset, including any retention of title; or
- (b) created or otherwise in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust, or power by way of security for the payment of debt or any other monetary obligation or the performance of any other obligation and whether existing or agreed to be granted or created.

Grant means the funds released by the Department as specified in the Details section above.

GST has the meaning given to this term in the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), any related legislation and any delegated legislation.

Head Landlord means the registered proprietor of a Leased Property.

Head Tenancy Agreement means a lease between a Head Landlord, as landlord, and the Recipient, as tenant, in respect of a Leased Property.

Implementation Plan means the plan for implementation of the Project submitted by the Recipient as part of its Application and included in Schedule F.

Incentive Credit has the meaning given in clause 9.1.

Ineligible Expenditure means:

- (a) expenditure relating to purchase and installation of batteries;

- (b) expenditures relating to properties that are not owned and/or managed by the Recipient;
- (c) expenditures incurred for or in connection with properties that are identified as affordable housing properties (as determined by the NSW Government);
- (d) unless with the prior written approval of the Department (in its discretion), expenditure on annual maintenance activities on a Property;
- (e) unless with the prior written approval of the Department (in its discretion), expenditure on roof replacements or other upgrades to a Property;
- (f) program administration costs;
- (g) staff costs related to the delivery of the Project (including administration and project management costs); or
- (h) any other "ineligible expenditures" specified in **Schedule G**.

Information Protection Principles means the obligations applying to NSW public sector agencies under the *Privacy and Personal Information Protection Act 1998* (NSW) when doing any act or engaging in any practice in relation to Personal Information.

Insolvency Event means any of the following events:

- (a) the Recipient, being an individual, commits an act of bankruptcy;
- (b) the Recipient becomes insolvent;
- (c) the Recipient is the subject of a debtors or creditors petition under the *Bankruptcy Act 1966* (Cth);
- (d) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the Recipient or the Recipient enters into a scheme of arrangement with its creditors or is wound up;
- (e) the Recipient assigns any of the Properties for the benefit of creditors or any class of them;
- (f) a party to whom an encumbrance has been granted takes any step towards taking possession or takes possession of any assets of the Recipient or exercises any power of sale;
- (g) the Recipient has a judgment or order given against it in an amount exceeding \$50,000.00 (or the equivalent in another currency) and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given; or

- (h) any event occurs to or in respect of the Recipient that is analogous to, or has a substantially similar effect to, any of the events specified in this definition.

Installation Agreement means an agreement between the Supplier and the Recipient which relates to the installation of the Assets.

Installation Longstop Date means 31 December 2026.

Intellectual Property or **IP** includes:

- (a) all rights in relation to copyright, inventions, plant varieties, trademarks, designs and patents; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how,

but does not include Moral Rights.

Law means:

- (a) any act, regulation or other statutory instrument or proclamation of any applicable jurisdiction in which any act or obligation in connection with this Deed is or is to be carried out or regulated;
- (b) any licence, permit, authorisation, consent, assessment, approval, determination, certificate, accreditation, registration, clearance, permission, exemptions, notification, application, filing, lodgement, deed, direction or declaration or the like, which must be obtained or satisfied (as the case may be) in connection with the Project;
- (c) any applicable law, whether of a legislative, equitable or common law nature;
- (d) any applicable Australian Standards and industry codes, including where applicable the New Energy Tech Consumer Code;
- (e) any judgment, decree or similar order with a mandatory effect or any binding requirement or mandatory approval of an Authority; and
- (f) fees, rates, taxes, levies or charges imposed by those things referred to in items (a) to (e) of this definition.

Legally Committed means an obligation on the Recipient to pay a third party for Eligible Project Expenditure under a contract or at Law, except for a payment obligation to a third party:

- (a) for or in connection with an Ineligible Project Expenditure; or

- (b) which:
- (i) is subject to an outstanding condition for payment (other than the expiration of time towards a payment due date) or other contingency that has not been satisfied at the time the Grant, a Milestone Amount or the Incentive Credit is reduced under clause 10.1;
 - (ii) the Recipient has a right to refuse payment to that third party without liability to the Recipient; or
 - (iii) would not have arisen but for the Recipient's failure to cancel or terminate the relevant agreement with that third party, in circumstance where such cancellation or termination would not result in any liability to the Recipient.

Leased Property means each Property where the Recipient is not the registered proprietor of that Property.

Milestone means each event specified as a 'Milestone' in **Schedule A**, consisting of the Activities identified in the 'Activity' column in **Schedule A**, and includes the Recipient having done everything which the Deed requires it to do prior to, as a requirement of, or as a condition precedent to, Milestone Completion, as adjusted in accordance with this Deed.

Milestone Amount means, in respect of each Milestone, the relevant amount set out in **Schedule A**, as that amount is adjusted in accordance with this Deed.

Milestone Completion means, in respect of each Milestone:

- (a) that stage when the Activities identified in respect of that Milestone in the 'Activity' column in **Schedule A** have been completed;
- (b) the Recipient has done everything which the Deed requires it to do prior to, as a requirement of, or as a condition precedent to, Milestone Completion; and
- (c) the Recipient has provided to the Department the relevant Assurance Material (if any), as identified in the 'Assurance Material' column in **Schedule A**,

to the Department's satisfaction and otherwise in accordance with this Deed.

Milestone Report means a written report detailing completion of a relevant Milestone and in the form, and containing the information, referred to **Schedule A** and section [1] of **Schedule B**.

Minimum Installation Requirements means the minimum performance requirements that an installation of Assets and performance of the Works must meet as required by:

- (a) all applicable mandatory Australian Standards;
- (b) all applicable Laws;
- (c) the requirements specified in section 1.2.4 of the Guidelines; and
- (d) Best Industry Practice.

Modern Slavery has the same meaning as in the Modern Slavery Laws and includes slavery, servitude, forced labour, human trafficking, debt bondage, organ trafficking, forced marriage and the exploitation of children.

Modern Slavery Laws means as applicable, the *Modern Slavery Act 2018* (NSW), the *Modern Slavery Act 2018* (Cth) and associated regulatory requirements.

Modern Slavery Offence means has the same meaning as in the *Modern Slavery Act 2018* (NSW).

Modern Slavery Statement means a modern slavery statement as required or volunteered under the *Modern Slavery Act 2018* (Cth).

Moral Rights has the same meaning as in the *Copyright Act 1968* (Cth).

Notice means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communication one party gives to another party in writing under this Deed.

Operational Period means, with respect to each Asset, the period commencing on the date that the Recipient notifies the Department that it has fully installed and commissioned an Asset (as evidenced by a completion certificate) and ending on 31 June 2029.

Personal Information has the same meaning as in the *Privacy and Personal Information Protection Act 1998* (NSW).

Personnel includes, in relation to a party, that party's:

- (a) officers, employees and agents;
- (b) affiliates, advisers, consultants and subcontractors (other than the other party);
- (c) affiliates', advisers', consultants' and subcontractors' officers, employees and agents; and
- (d) any other persons under that party's direction or control.

Project means the project described in the Details, comprising of the Milestones.

Project Budget means the total projected costs for the delivery and completion of the Project.

Project Completion means the completion of installation of all Assets at all Properties.

Project Material means material created as part of, or in the performance of, the Project, including any documents or data.

Property or **Properties** means each social housing property at which the Assets are to be installed and the Works completed. The number of Properties for the Project is listed in the Details. For the avoidance of any doubt, a property cannot be a property that is identified as an affordable housing property (as determined by the NSW Government).

Recipient Contribution means, with respect to each Milestone, the amount of money contributed to that Milestone by the Recipient detailed in **Schedule A**, as that amount is adjusted in accordance with this Deed.

Records includes documents, information and data stored by any means and all copies and extracts of the same, including photographic evidence of the Assets installed at each Property, Personal Information relating to the tenants of a residential premises located at a Property and all financial and operational records.

Risk Management Plan means a plan and/or register prepared by the Recipient to manage risks (including work, health and safety) for the Project and which includes:

- (a) a detailed description of the Work, associated hazards and assessments of the risks arising from those hazards; and
- (b) includes site specified controls required to be implemented to ensure that the risks are eliminated or minimised so far as is reasonably practicable.

Special Conditions means the Special Conditions set out in that section of this Deed.

Supplier means the supplier and/or installer of the Assets.

Supply Agreement means an agreement between the Supplier and the Recipient which relates to the supply of the Assets.

Tenancy Agreement means any residential tenancy agreement between the Recipient, as landlord, and a tenant in respect of a residential premises located at a Property.

Total Milestone Amount means, with respect to each Milestone, the "Total Milestone Amount" specified in **Schedule A**.

WHS Obligations means work, health and safety obligations under WHS legislation.

WHS Legislation means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulations 2017* (NSW).

Work means the work required to undertake the Project.

Year Quarter means the periods of January to March, April to June, July to September, October to December in any calendar year.

3. Term

3.1 This Deed will commence on the Commencement Date.

3.2 Unless terminated earlier, this Deed will expire 30 June 2029.

4. The Recipient's obligations

4.1 The Recipient must:

- (a) use the Grant and Incentive Credits only for Eligible Project Expenditure on Eligible Activities;
- (b) provide financial statements in accordance with this Deed that demonstrate that the Grant and Incentive Credits have been used for Eligible Project Expenditure on Eligible Activities;
- (c) use reasonable endeavours to complete each Milestone by the Due Date specified in Schedule A;
- (d) comply with the relevant policies, regulations, guidelines and standards set out in Schedule C and any other policies, regulations, guidelines and standards directed by the Department from time to time;
- (e) with respect to a Milestone, not claim from the Department an amount exceeding the relevant Milestone Amount (unless as permitted under clause 9 or as otherwise agreed to by the Department in accordance with clause 10.8);
- (f) contribute an amount equal to or at least the Recipient Contribution for each Milestone;
- (g) ensure that all Works and Asset installations on each Property (including Milestone 6) is completed by the no later than Installation Longstop Date;
- (h) comply with the reporting requirements set out in **Schedule B**;

- (i) comply with all Laws that are relevant to the Project, this Deed or the Recipient's registration as an entity, including the WHS Legislation;
- (j) comply with:
 - (i) the Implementation Plan and the Risk Management Plan;
 - (ii) the most recent policies, regulations, guidelines and standards set out in **Schedule C**, as updated from time to time; and
 - (iii) any other policies, regulations, guidelines, standards and reasonable directions that the Department notifies the Recipient of from time to time;
- (k) not do anything that has or is reasonably likely to have an adverse impact on the Department's or the New South Wales Government's reputation;
- (l) complete the Project diligently, to a professional standard and ensure that any Personnel who are engaged on the Project are appropriately qualified, trained and experienced and hold any required clearances;
- (m) obtain all necessary approvals, and ensure that its Personnel hold all necessary approvals, from relevant Authorities to complete the Project; and
- (n) procure that the Recipient and its Personnel, have access to each Property to perform the Work in accordance with the terms of this Deed.

4.2 The Recipient must notify the Department as soon as possible of:

- (a) any material breach by the Recipient of this Deed;
- (b) any matter that is reasonably likely to have a material adverse impact on the Department's or the New South Wales Government's reputation in relation to the Project of which the Recipient becomes aware; and
- (c) any intense difficulty or danger in relation to the Work or the Project, including the anything that could affect the Department's or the New South Wales Government's reputation.

5. Supply and Installation standards and requirements

5.1 The Recipient, at the Department's request, must promptly provide to the Department a copy of the Supply Agreement and/or Installation Agreement entered into or proposed to be entered into and all ancillary information related

to the terms of, and the implementation of the requirements of, the Supply Agreement and/or Installation Agreement.

5.2 The Recipient must:

- (a) only enter into an Installation Agreement and/or Supply Agreement:
 - (i) that meets the Minimum Installation Requirements; and
 - (ii) that complies with all relevant Law; and
- (b) must not amend or waive, release or adjust any rights to or under the Installation Agreement and/or Supply Agreement in a manner that would mean any of the requirements of clause 5.2(a) are no longer satisfied with respect to the Installation Agreement and/or Supply Agreement; and
- (c) ensure that the Supplier carries out the Work in accordance with the relevant Installation Agreement and/or Supply Agreement.

5.3 The Recipient must select and appoint experienced, reputable and qualified Suppliers that enable the Recipient to comply with its obligations under this Deed.

6. Insurance requirements

6.1 The Recipient must effect and maintain the following insurances:

- (a) a broad form public liability policy of insurance with a minimum sum insured of at least \$20 million for any single occurrence and unlimited as to the number of occurrences;
- (b) workers' compensation insurance as required by all relevant laws of Australia relating to workers compensation; and
- (c) comprehensive motor vehicle insurance.

6.2 The Recipient must ensure that the Supplier has and maintains insurances on terms that are reasonably satisfactory to the Department, including:

- (a) a broad form public liability policy of insurance with a minimum sum insured of at least \$20 million for any single occurrence and unlimited as to the number of occurrences;
- (b) products liability insurance with a minimum sum insured of at least \$10 million for any single occurrence;

- (c) if applicable to the nature of the Works being performed by the Supplier, professional indemnity insurance with a minimum sum insured of at least \$5 million for any single occurrence and unlimited in the aggregate as to the number of occurrence;
 - (d) workers' compensation insurance as required by all relevant laws of Australia relating to workers compensation;
 - (e) comprehensive motor vehicle insurance; and
 - (f) the Additional Insurance Policies listed in the Details for the minimum sum provided (if any).
- 6.3 The contract works insurance under clause 6.2(b) must be maintained until the completion of Milestone 6.
- 6.4 All other insurances under this Deed must be maintained from the date of this Deed until the expiry of the Operational Period.
- 6.5 On request, the Recipient must provide the Department copies of a certificate of currency in respect of any insurance referred to in clause 6.1 and 6.2.
-

7. Representations and Warranties

7.1 The Recipient represents and warrants that:

- (a) the Recipient has and (where applicable) its Personnel have obtained all approvals required to enter into this Deed, undertake the Project and accept the Grant;
- (b) in respect of each Leased Property, it either:
 - (i) has the consent of the Head Landlord under the relevant Tenancy Agreement; or
 - (ii) has obtained a written confirmation from the Head Landlord, and, where relevant, the mortgagee of each Leased Property, that:
 - (iii) no leases or licences have been granted over the Leased Property which could impede the Recipient from:
 - (A) carrying out or completing the Project; or
 - (B) granting the access rights to its Personnel under clause 4.1(n) of this Deed;

- (iv) it may procure and complete the Works on the relevant Leased Property in accordance with the terms of this Deed;
 - (c) in respect of each Property, it has obtained a written consent from the tenant or the occupier of the Property to carry out or complete the Works at that Property;
 - (d) in respect of each Property where the Recipient is the owner of that Property, no leases or licences have been granted over the Property which could impede the Recipient from:
 - (i) carrying out or completing the Project; or
 - (ii) granting the access rights to its Personnel under clause 4.1(n) of this Deed; and
 - (e) the Recipient is not in breach and will not be in breach of any Tenancy Agreement by completing the Works or carrying out the Project.
-

8. Paying the Grant

- 8.1 Subject to clause 8.7, the Department will pay the relevant Milestone Amount for each Milestone, and any Incentive Credits earned by the Recipient in accordance with clause 9 upon the completion of Milestone 6, on condition that:
- (a) the Recipient has submitted, and the Department has received, a Correctly Rendered Invoice in respect of the relevant Milestone Amount (and if applicable, the Incentive Credit), which clearly identifies the Milestone completed, the Milestone Amount the Recipient is claiming, the Recipient Contribution for that Milestone and if applicable, the Incentive Credit accrued and expended by the Recipient;
 - (b) the Recipient has completed to the Department's satisfaction the relevant Milestone Report and provided the Assurance Material specified in Schedule A; and
 - (c) the Department has approved payment of the relevant invoice.
- 8.2 Payment by the Department of part or all of a Milestone Amount and Incentive Credit (as applicable), does not constitute an admission that the performance of the relevant Activities associated with a Milestone or Incentive Credit (as applicable) is in conformity with this Deed and no payment will be deemed to release the Recipient from its obligations under this Deed.

- 8.3 Subject to the terms and conditions of this Deed, including this clause 8, the Department will endeavour to pay Correctly Rendered Invoices within 30 days of the Department confirming compliance with clause 8.1.
- 8.4 Unless otherwise agreed, payment of each Milestone Amount and the Incentive Credit (as applicable) will be by direct funds transfer to the Recipient's nominated account.
- 8.5 The Recipient must immediately deposit and keep all Milestone Amounts and Incentive Credit (as applicable) in its nominated account, which must be an account with an Australian branch of an established bank, building society or credit union, which is solely controlled by the Recipient and allows for the Milestone Amounts and Incentive Credit (as applicable) to be separately identified.
- 8.6 Interest earned on a Milestone Amount (if any) must be spent on the Project, unless otherwise approved, in writing, by the Department.
- 8.7 No Milestone Amount or Incentive Credit will be payable by the Department for installation of Assets and performance of Works after 31 December 2026.
-

9. Incentive Credits – Payments

- 9.1 For each of Milestones 2 to 6 (inclusive) completed by the Recipient on or before the Due Date for completion as specified in Schedule A, the Recipient will accrue an additional incentive credit amount of 1% of the total Grant amount (**Incentive Credit**) to be used in accordance with the requirements of this clause 9. The maximum accumulated amount of the Incentive Credits is 5% of the Grant.
- 9.2 The Incentive Credits do not require a Recipient Contribution and are payments to the Recipient in addition to the Grant. If an Incentive Credit has been accrued, the Department will issue a Notice to the Recipient confirming the Recipient has an Incentive Credit following completion of the Milestone.
- 9.3 The accumulated Incentive Credits amount must be spent on the Project in accordance with the requirements in this Deed as if the Incentive Credits formed part of the Grant amount (for example, on Eligible Project Expenditure on Eligible Activities for Properties) only throughout the period commencing when the Incentive Credit has accrued until the completion of, Milestone 6. Any requirements in this Deed relating to the Grant are also applicable to any Incentive Credit.

- 9.4 Subject to clause 9.5, the Incentive Credits accumulated will be paid to the Recipient on the completion of Milestone 6.
- 9.5 The Department will only reimburse the Recipient the Incentive Credit amount actually spent (and evidenced to the Department's satisfaction) by the Recipient throughout the period commencing when the Incentive Credit has accrued until completion of Milestone 6. If the Recipient has not spent the total accumulated Incentive Credit prior to the completion of Milestone 6, the Department will not pay or reimburse that portion of the total Incentive Credit. The Department will only pay or reimburse the portion of the accumulated Incentive Credits spent by the Recipient prior to the completion of Milestone 6. The Recipient forfeits any of the Incentive Credit amount not spent prior to the completion of Milestone 6, unless otherwise agreed by the Department in writing..
-

10. Withholding, Suspending, Changes to Milestone Amounts and Repayment

- 10.1 Without limiting other rights of the Department under this Deed, the Department may reduce:
- (a) the amount of the Grant or Incentive Credit; or
 - (b) a Milestone Amount not yet paid to the Recipient under this Deed,
- by giving at least 20 Business Days' Notice to the Recipient:
- (c) if the Department does not receive sufficient funds to provide the full value of the Grant for the Project or the relevant Milestone Amount; or
 - (d) if there is a change in any relevant NSW Government or Commonwealth of Australia policy which affects the Grant, a Milestone Amount, an Incentive Credit (if any), or the Project.
- 10.2 If the Grant, a Milestone Amount or the Incentive Credit is reduced under clause 10.1, the Department will:
- (a) agree with the Recipient as to any necessary consequent variation to this Deed; and
 - (b) pay the Recipient's reasonable, substantiated and Legally Committed costs (other than loss of profit or income) necessarily and directly incurred as a result of the reduction in the Grant, the Milestone Amount or an Incentive Credit amount, and any consequent variation to the Deed, provided that the Recipient:

- (i) uses its best efforts to minimise its costs associated with the reduction in the Grant, the Milestone Amount or the Incentive Credit, to the extent possible; and
- (ii) provides adequate information and evidence to the Department to substantiate the costs claimed by the Recipient under this clause 10.2.

10.3 The Department may withhold or suspend payment of any Milestone Amount or any Incentive Credit, if and for as long as it reasonably believes that:

- (a) the Recipient has not complied with this Deed (including for the avoidance of doubt, any Special Conditions);
- (b) part of the Works or the Assets have been installed or supplied in an unsafe manner or not in accordance with the requirements or clause 22, or under WHS Legislation;
- (c) the Recipient is unlikely to achieve a Milestone, or claim a Milestone Amount, in accordance with this Deed; or
- (d) the Recipient's or Supplier's actions will cause damage to the reputation of the Department, the New South Wales Government or the Project.

10.4 If the Department withholds or suspends a Milestone Amount or an Incentive Credit amount under clause 10.2, the Recipient must continue to perform its obligations under this Deed.

10.5 If any amount of the Grant, Milestone Amount or Incentive Credit amount paid to the Recipient:

- (a) has been incorrectly claimed by the Recipient or paid by the Department;
- (b) has not been spent in accordance with this Deed;
- (c) has been spent on any part of the Assets that have been disposed of in breach of this Deed;
- (d) has been spent on any part of the Works or the Assets that do not comply with the Minimum Installation Requirements or the Risk Management Plan;
- (e) has been, or the Department has a reasonable belief that it has been, spent on any part of the Works or the Assets in an unsafe manner or not in accordance with the requirements under WHS Legislation (which may or may not be evidenced by the checklist at Schedule E); or

- (f) has been claimed by the Recipient without all the Activities relevant to that Milestone having been completed or achieved, in accordance with this Deed,

the Department may, by Notice:

- (g) require the Recipient, within no less than twenty (20) Business Days from receipt of the Notice, to:
 - (i) repay that amount of the Grant, Milestone Amount, Incentive Credit amount or portion of the Milestone Amount or Incentive Credit amount; or
 - (ii) otherwise deal with that amount of the Grant, Milestone Amount, Incentive Credit or portion of the Milestone Amount or Incentive Credit, as directed by the Department; or
- (h) deduct that amount of the Grant, Milestone Amount, Incentive Credit or portion of the Milestone Amount or Incentive Credit from any future payments of the Grant or any Milestone Amount, payable by the Department to the Recipient.

10.6 The Department may set off the amount of any overpayment, demand for repayment or Claim against any future Milestone Amount.

10.7 Any repayment the Department demands from the Recipient under this clause 10 will be a debt due and owing by the Recipient to the Department.

10.8 If, with respect to a Milestone, the Recipient incurs or expects to incur Eligible Project Expenditure that exceeds the Total Milestone Amount:

- (a) the Recipient must immediately notify the Department and provide to the Department a statement by Notice that explains the reason for such additional Eligible Project Expenditure;
- (b) upon receipt of a Notice issued under clause 10.8(a) above, the Department may, at its sole discretion, take one or more of the following actions:
 - (i) request that the Recipient to prepare a remediation plan to evidence the process for ensuring that all Works and Assets installations on the all of the Properties is completed by no later than the Installation Longstop Date, in which case the Recipient must prepare and submit to the Department such remediation plan (to the Department's satisfaction) by no later than the date specified by the Department; or

- (ii) without increasing the amount of the Grant, amend the Milestone Amounts and Recipient Contributions (proportionately) to take into account the whole of or any portion of such additional Eligible Project Expenditure.
-

11. Assets

11.1 As the owner of the Assets to be completed, the Recipient is responsible (at its own cost and expense) for the ongoing maintenance, support, running and other matters in connection with the Assets following completion of the Assets.

11.2 During the Operational Period, the Recipient must:

- (a) properly maintain the Assets; and
- (b) not sell, dispose of, cease to use, demolish, eradicate, remove or otherwise interfere with, the Assets or any part of the Assets, without first obtaining written consent from the Department.

11.3 The Recipient must, until the end of the Operational Period:

- (a) use the Assets in accordance with, and for the purposes contemplated by, this Deed;
- (b) at its own expense reinstate any part of the Assets that is lost, damaged or destroyed;
- (c) hold any Assets, any part of the Assets, securely and, to the extent practicable, safeguard it against theft, loss, damage, or unauthorised use;
- (d) maintain the Assets in good working order;
- (e) maintain all appropriate insurances for the Assets to their full replacement value;
- (f) if required by Law, maintain registration and licensing of the Assets or any relevant parts of the Assets; and
- (g) be fully responsible for, and bear all risks relating to, the use of the Assets.

11.4 The Recipient acknowledges and agrees that:

- (a) disposal of the Assets through sale or otherwise is not consistent with the purpose of the Grant, or the Recipient's obligations under clause 11.2; and

- (b) if it intends to dispose of the Assets or any part of the Assets, during the Operational Period, the Recipient must notify the Department immediately with details of the intended disposal.

11.5 If the Recipient:

- (a) sells, disposes of, demolishes, eradicates, removes or otherwise interferes with all or any part of the Assets in breach of clause 11.2; or
- (b) fails to comply with any obligation under clause 11.3 and such breach is not remedied within 30 Business Days of the earlier of the Department giving Notice to the Recipient to remedy or the Recipient becoming aware of the failure to comply,

where the Department so requests, the Recipient must repay to the Department all of part of the Grant and/ or Incentive Credit (as determined by the Department in its sole discretion) within 30 Business Days of demand from the Department. Any repayment the Department demands from the Recipient under this clause 11 will be a debt due and owing by the Recipient to the Department.

12. GST

12.1 Unless otherwise indicated, all consideration for any supply under this Deed is exclusive of any GST imposed in relation to the supply.

12.2 If:

- (a) despite any other provision of this Deed, GST is imposed on a supply the Recipient makes to the Department under this Deed; and
- (b) the Department is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,

the Department will pay the Recipient an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Deed in relation to that supply.

12.3 The Recipient must be registered under the GST Law at the time of making any supply under this Deed on which GST is imposed.

12.4 If the Recipient is not registered under the GST Law as required under clause 12.3, the Recipient will not be entitled to receive any additional amount as provided under this clause 12.

12.5 If, for any reason, the Department pays the Recipient an amount under this clause 12 which is more than the GST imposed on the supply, the Recipient must repay the excess to the Department on demand or the Department may set off the excess against any other amounts due to the Recipient.

13. Reporting Requirements

13.1 The Recipient must provide:

- (a) the Department with Milestone Reports at the times specified in **Schedule A** and containing the information specified in clause 13.3;
- (b) the Department with all other reports as required under **Schedule B** by the specified Due Date;
- (c) promptly following request from the Department, a copy of each consent that the Recipient has received from a tenant or occupier of a Property pursuant to clause 7.1(c) before commencement of any Work in connection with that Property; and
- (d) any other information the Department reasonably requires from time to time concerning the Project, including any information the Department requires to report to the Commonwealth of Australia.

13.2 The Recipient must complete regular reporting requirements via the data collection spreadsheet as further detailed in **Schedule D** and must provide such reporting to the Department at least once per Year Quarter or as otherwise requested by the Department from time to time.

13.3 The Recipient must provide to the Department's authorised officer in the form requested by the Department, Milestone Reports containing the following information:

- (a) project reference number (for all correspondence);
- (b) summary of all Activities undertaken to complete the relevant Milestone, including submission of:
 - (i) an updated copy of the data collection spreadsheet included in Schedule D;
 - (ii) details of procurement activities for the relevant Milestone, including:
 - (A) copies of all relevant receipts and invoices,

- (B) for Milestone 1, evidence that the total Recipient Contribution is available and accessible for use by the Recipient for the Project;
 - (C) for Milestones 2 to 6 (inclusive), evidence of payments and expenditures by the Recipient, including evidence of the Recipient Contribution amount in dollars and separately evidence of the Recipient Contribution for that Milestone as 20% of total Recipient Contribution amount for the Project;
 - (D) purchase order summaries and SAP reports; and
 - (E) summary of commissioning/completion with certificates (including copies of completion certificates);
- (iii) a financial report certified as accurate by an officer with appropriate authority, for example a Chief Financial Officer or equivalent, that includes:
- (A) a Project Budget update for that relevant Milestone period;
 - (B) the actual spend if the Grant and Recipient Contributions against the Project Budget;
 - (C) confirmation that the Grant and Recipient Contributions have been spent on Eligible Expenditure on Eligible Activities;
 - (D) justification for any significant deviation from the Project Budget; and
 - (E) clear indication of any overspend or underspend of the Grant or Recipient Contribution against the Project Budget;
- (c) a summary of Works and Asset installations commissioned and/or the operational status of the Works and Asset installations, with commissioning certificates (where applicable);
- (d) reporting on progress against the Implementation Plan, including any changes, delays and/or issues experienced;
- (e) reporting on risk monitoring activities, including against the Risk Management Plan and:
- (i) summary of any significant problems encountered and the management/mitigation strategies implemented;

- (ii) summary of any significant issues impacting delivery, such as changes in market demand or availability of Personnel, Suppliers;
 - (iii) summary of any lessons learnt noted during this period for future performance improvement; and
 - (iv) details of any updates to the Risk Management Plan as a result of the identification of new hazards ;
- (f) regular reporting on tenant issues, including complaints and other feedback, in accordance with the requirements of the Tenant Engagement Plan; and
- (g) such other information reasonably requested by the Department.
- 13.4 All financial reporting required under this Deed must be based on proper accounts and records which comply with Australian Accounting Standards.
- 13.5 If the Department does not accept a report as satisfactory, the Recipient must submit a revised Report within 10 Business Days following the Department's request.
- 13.6 Subject to compliance with Privacy Legislation, the Recipient acknowledges that any reports provided or collated under or in connection with this Deed or Project may be:
- (a) disclosed or provided to any NSW Authority or Commonwealth Authority for government purposes, including audit, and consents to it being disclosed as such; and
 - (b) be used, adapted or modified by the Department for any government purpose, including for the purpose of evaluation.
- 13.7 In addition to the requirements in clause 13.1 and 13.2, the Recipient must comply with any request made by the Department, at the Recipient's cost, for any financial reporting, statements or documents, provided by the Recipient to the Department be independently audited and/or certified. The Department must approve the independent auditor and/the certifying party prior to any audit or certification.
-

14. Records

14.1 The Recipient:

- (a) must keep complete and accurate records and books of account with respect to its performance of the Project, and must retain such Records for a minimum of seven (7) years after expiry or termination of this Deed;
- (b) must keep Records relating to the Project so as to enable:
 - (i) all receipts and payments related to the Project to be identified in its nominated account and reported in accordance with this Deed; and
 - (ii) unless notified by the Department, the preparation of financial statements in accordance with Australian Accounting Standards;
- (c) authorises the Department and any State or Commonwealth Government department or agency (and any of their appointed third party service providers authorised to perform audits on their behalf) (**Auditors**) that has provided moneys to the Department for the purposes of the Project, to undertake on-site audits, to examine and inspect, at reasonable times and on reasonable Notice, any facilities, any Assets and any Records held by the Recipient, and allow any such Records to be copied; and
- (d) must provide all reasonable assistance in order for the Auditors to properly carry out the inspections and audits referred to in this clause 14.1(c).

14.2 The Recipient, and its related entities, must agree to, and comply with, a request from Department or New South Wales Government authorised personnel for the production of specified documents by a certain date, whether in person, by post or electronic means.

15. Milestones

15.1 Milestones Generally

The Milestones are set out in **Schedule A**.

15.2 Milestones

- (a) Payment of any Milestone Amount in relation to a completed Milestone will only be made in accordance with clause 8 of this Deed.
- (b) The Activities which comprise Milestones must be completed or achieved and the Recipient Contribution fully paid by the Recipient before the relevant Milestone Amount can be claimed from the Department.

16. Intellectual Property

- 16.1 Intellectual Property in all Project Material vests in the Recipient.
- 16.2 Nothing in this Deed affects the ownership by either party of Intellectual Property rights in any of such party's Background IP.
- 16.3 The Recipient grants (and will ensure any relevant third party IP owners grant) the Department a permanent, non-exclusive, irrevocable, royalty-free licence (including the right to sub-license) to use, reproduce, communicate, publish, adapt and modify the Intellectual Property in the Project Material and any of the Recipient's Background IP in the Project Material.
- 16.4 If requested by the Department, the Recipient must provide, or procure its Personnel to provide, the Department with a copy of any of the Project Material in the format requested by the Department.
- 16.5 The Recipient warrants that:
- (a) the use of the Project Material will not infringe any third party's Intellectual Property rights; and
 - (b) it has, or will procure, all Intellectual Property rights required to perform the Project, to comply with this Deed and to enable the granting of the licences to the Department under this clause 16.
- 16.6 The Recipient must obtain all necessary consents from the authors of all Project Materials and Background IP provided or licensed to the Department under this Deed to enable the Department to fully exercise its Intellectual Property rights under this Deed, including with respect to:
- (a) reproducing, communicating, modifying or adapting all or any part of a work, with or without attribution of authorship;
 - (b) adding to a work, or removing part of a work;
 - (c) using a work in a different context to that originally envisaged, but not false attribution of authorship;
 - (d) the use, modification or adaptation of the Project Materials; and
 - (e) any other dealing which might otherwise constitute an infringement of the author's Moral Rights.
- 16.7 The Recipient must, at the Recipient's cost, do all acts (and procure that all relevant persons do all acts) as may be necessary to give effect to this clause 16, including by executing (or procuring the execution of) any required documents or effecting any required registrations.

17. Confidential Information

- 17.1 Subject to clause 19, neither Party may disclose the other's Confidential Information without its prior written consent unless the disclosure is permitted by this Deed.
- 17.2 Each party may disclose the other party's Confidential Information:
- (a) to a party's internal management personnel to enable effective management of the Deed or auditing of Deed-related activities;
 - (b) its Personnel and legal and professional advisors;
 - (c) if reasonably required by a person, including a contracted auditor of the Department, for the purpose of performing or auditing this Deed.
- 17.3 Prior to disclosure to any person under clause 17.2, the disclosing party must ensure that those persons:
- (a) are made aware of the confidential nature of the Confidential Information;
 - (b) if those persons are not employees of the party making the relevant disclosure, provide written assurance that it will be kept confidential; and
 - (c) will not use the Confidential Information except for the purposes of this Deed (including enforcing this Deed).
- 17.4 Each party may disclose the Confidential Information of the other party to the extent that it is required to be disclosed by Law, provided that it:
- (a) to the extent reasonably practicable, gives prior Notice to the other party (the owner of the Confidential Information) of the proposed disclosure with full details of the circumstances and the information to be disclosed;
 - (b) postpones any disclosure required by Law for as long as possible, without prejudicing its own position; and
 - (c) acknowledges that the other party (the owner of the Confidential Information), is entitled to make representations to the relevant court, tribunal or other body seeking or ordering disclosure as to whether the Confidential Information should be disclosed.
- 17.5 Despite any other clause in this Deed, the Department may disclose the Recipient's Confidential Information to:

- (a) a Minister of the Crown in right of the State of New South Wales or to the employees of that Minister's office;
 - (b) the NSW Auditor General or Ombudsman;
 - (c) an Authority, where necessary to perform a government function, including research and analysis in respect of the Project, monitoring performance of this Deed, evaluation of the outcomes of this Deed and/or the Project;
 - (d) New South Wales Parliament or Parliamentary Committee;
 - (e) the New South Wales government executive (Cabinet and any employees of the Minister's in Cabinet); or
 - (f) any agency, administrative body, board, commission, committee, department, division, executive branch or independent agency of the Commonwealth Government of Australia.
-

18. Privacy

18.1 The Recipient must ensure that Personal Information that is provided by the Department or collected by it under or in connection with this Deed is:

- (a) used only for the purposes of this Deed and is protected against loss, unauthorised access, use, modification and disclosure, or against other misuse;
- (b) unless otherwise required or authorised by Law, not disclosed without the written consent of:
 - (i) if the relevant Personal Information was not provided by the Department, the individual to whom the Personal Information relates; or
 - (ii) the Department.

18.2 The Recipient must:

- (a) comply with the Information Protection Principles as if the Recipient was an agency directly subject to the *Privacy and Personal Information Protection Act 1998* (NSW);
- (b) not transfer the Personal Information outside New South Wales, Australia or access it, or allow it to be accessed, from outside New South Wales or Australia, unless expressly agreed in writing by the Department;

- (c) notify the Department as soon as reasonably practicable if the Recipient is approached by any privacy commissioner or other Authority concerning any Personal Information;
- (d) at no cost or expense to the Department, immediately, securely and permanently delete or destroy such Personal Information when such Personal Information is no longer required for the purposes of complying with this Deed or carrying out the Project;
- (e) include equivalent requirements regarding Personal Information (including this clause 18) in any subcontract entered into for the provision of any of the Activities under this Deed; and
- (f) immediately notify the Department if it becomes aware of an actual or potential breach of this clause 18.

1.2 If the Recipient becomes aware that there has been a Personal Information breach, or that there has likely or potentially been a Personal Information breach, the Recipient must notify the Department immediately and comply with its directions in relation to that breach.

18.3 As soon as reasonably possible after becoming aware of any Personal Information breach, or when the Department notifies the Recipient that the Department has reasonable cause to believe there has been a Personal Information breach, the Recipient must:

- (a) conduct a root cause analysis and share the results of the analysis and the remediation plan with the Department on request;
- (b) take all reasonable steps to prevent the Personal Information breach from reoccurring; and
- (c) provide to the Department, to the extent known at the time:
 - (i) the date of the Personal Information breach;
 - (ii) a description of the Personal Information breach;
 - (iii) a list of actions taken by the Recipient to mitigate the impact; and
 - (iv) a summary of the information and Personal Information lost, accessed or disclosed as a result of the Personal Information breach.

19. Public Announcements and Acknowledgement

- 19.1 The Recipient must:
- (a) seek the consent of the Department prior to any media statement, media discussion, promotion or public announcement about the Project or the Grant;
 - (b) obtain the written approval of the Department for any public announcement (including the substance of the public announcement), except as required by Law;
 - (c) refer all media enquiries relating to the Project or the Grant to the Department;
 - (d) ensure that the Department, the Commonwealth Government and any Minister is provided ample opportunity to participate in any media coverage and/or promotion of the Project or Grant;
 - (e) acknowledge the support of the Department, as directed by the Department from time to time:
 - (i) in any public statements about the Project;
 - (ii) on the home page of any web content established in connection with the Project; and
 - (iii) on any equipment or other facility funded wholly or in part by the Department;
 - (f) use the Department's logo when acknowledging the Department's support of the Project in compliance with the NSW Government Brand Guidelines;
 - (g) if requested by the Department use the Commonwealth of Australia branding or logo when acknowledging the support of the Project in compliance with any guidelines specified by the Department; and
 - (h) without limiting the above, otherwise comply with any Department requirements in respect of the form and content of any acknowledgement of the Department's support.
- 19.2 If requested, the Recipient must promptly remove its acknowledgement of the Grant and any Department logo from any material relating to the Project.
- 19.3 The Department may publish the title and brief description, including outcomes, of the Project and the amount of the Grant.

20. Disclosure of Information

20.1 Despite any other provision of this Deed, the Recipient acknowledges and agrees that, under the:

- (a) *Government Information (Public Access) Act 2009* (NSW); and/or
- (b) the NSW Grants Administration Guide available on the NSW Government website,

the Department may publicly disclose information about this Deed. The Recipient consents to such disclosure. None of the disclosure obligations require the disclosure of:

- (c) the commercial-in-confidence provisions of a contract;
- (d) any matter that could reasonably be expected to affect public safety or security; or
- (e) information which would be exempt from disclosure if it were the subject of an application under the *Government Information (Public Access) Act 2009* (NSW).

20.2 If a request has been made under section 121 of the *Government Information (Public Access) Act 2009* (NSW), the Recipient must provide the Department with an immediate right of access to information specified in section 121(1) of the *Government Information (Public Access) Act 2009* (NSW). The Department acknowledges and agrees that it does not require immediate right of access to the information specified in section 121(2) of the *Government Information (Public Access) Act 2009* (NSW).

21. Indemnities and liability

21.1 The Recipient must indemnify and keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:

- (a) the Grant or the use of any outcomes or Assets arising from the Project;
- (b) the Recipient's breach of this Deed;

- (c) any unlawful or negligent act or omission by the Recipient, the Recipient's Personnel in connection with this Deed;
- (d) any illness, injury or death of any person caused or contributed to by the Recipient or the Recipient's Personnel, in connection with this Deed or the Project;
- (e) any loss or damage to real or personal property caused or contributed to by the Recipient or the Recipient's Personnel, in connection with this Deed or the Project; or
- (f) any act or omission by the Recipient or the Recipient's Personnel, in connection with this Deed that is an infringement of any Intellectual Property, or privacy rights of the Department or any third party.

21.2 The Recipient:

- (a) acknowledges and agrees that the Department may enforce the terms of this clause 21 against the Recipient on its own behalf and on behalf of those indemnified; and
- (b) agrees to those indemnified exercising rights or powers in relation to, or otherwise enforcing, the indemnities as if they were a party to this Deed.

21.3 The parties agree that the consent of those indemnified will not be required for any amendment to, or waiver of, rights, powers or obligations under this Deed.

21.4 The Recipient's liability to indemnify the Department under this clause 21 will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Department, its officers, employees or agents contributed to the relevant loss or liability.

21.5 The Recipient's liability to indemnify the Department under this clause 21 does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Deed.

21.6 The Recipient acknowledges and agrees that the Department will not be liable upon, and the Recipient releases and indemnifies the Department from and against, any Claim by the Recipient, the Recipient's Personnel, or any third party, arising out of or in any way in connection with this Deed or the Project, or any other act or omission of the Department arising out of or in connection with this Deed or the Project.

22. Work Health and Safety

22.1 The Recipient must take reasonable steps to:

- (a) comply with all applicable laws and regulations, including the WHS Legislation when engaging a Supplier to perform Work under this Deed;
- (b) ensure that the Supplier and all of its Personnel and subcontractors comply with all applicable laws and regulations, including the WHS Legislation; and
- (c) so far as is reasonably practicable, consult, co-operate and co-ordinate activities with the Department and any other person who, concurrently with the Recipient, has a work health and safety duty under the WHS Legislation in relation to the same matter.

22.2 The Recipient must:

- (a) ensure that prior to performing any Work in connection with the Project, the Recipient, the Recipient's subcontractors and any Supplier (as relevant to the entity performing the Work) provides the Department with the Risk Management Plan;
- (b) ensure that the performance of any Work does not, or does not allow to be done, or omit to allow to be omitted, anything which may result in the Department being in breach of WHS Legislation;
- (c) ensure that the Department is immediately notified of any:
 - (i) non-compliance or potential non-compliance in connection with the WHS Legislation or the Risk Management Plan arising out of, or in connection with, the Project;
 - (ii) incidents, injuries or damage to property of a serious nature arising out of, or in any way in connection with the Project; or
 - (iii) directions, notices, orders issued by an Authority or any enforcement action taken by an Authority arising out of, or in connection with the Project;
- (d) at its own cost, undertake such monitoring and/or auditing of the performance of the Work as is necessary to ensure that, at all times, the Work is being performed in compliance with all WHS Legislation, the Risk Management Plan and any other health and safety requirements applicable to the Recipient and/or its subcontractors (including the Suppliers); and
- (e) share the outcome of each monitoring and/or auditing report completed under clause 22.2(d) as soon as possible with the Department. The Recipient

must share the audit report with the Department promptly following request from the Department.

22.3 The Recipient acknowledges and agrees that the:

- (a) provision of the Grant is subject to the Work being completed safely in accordance with all relevant WHS Legislation including applicable industry codes of practice;
- (b) provision of the Grant is subject to Recipient completing and providing to the Department, the checklist at Schedule E for each installation, including any supporting evidence following a request from the Department;
- (c) Department's review of, the Risk Management Plan, any audit reports and the checklist does not:
 - (i) diminish or reduce the Recipient's WHS Obligations under this Deed or at law;
 - (ii) constitute a waiver by the Department of any breach by the Recipient of this Deed or the Recipient's WHS Obligations;
 - (iii) extend to approval or a representation by the Department that the Risk Management Plan is complete, comprehensive or sufficient to meet the Recipient's WHS Obligations;
 - (iv) to the extent permitted by Law, create any additional WHS Obligations on the Department; and
 - (v) constitute a waiver of, and is without limitation to, any right the Department has under this Deed or at Law; and
- (d) the Recipient must submit the completed checklist at schedule E for each installation to the Department:
 - (i) for the period until the first 10% of Works and/or Asset installations are complete, on the last Business Day of each fortnight for each installation completed within the preceding fortnight; and
 - (ii) for the period following the completion of the first 10% of Works and/or Asset installations:
 - (A) with each Milestone Report for the Works and/or Asset installations completed within that Milestone period; or

- (B) if required by the Department at any time, on the last Business Day of each fortnight for each installation completed within the preceding fortnight.

22.4 The Department may conduct checks and audit information provided by the Recipient to the Department, including the information contained in the checklist at Schedule E.

22.5 Without limitation to any other remedy or right of the Department, if the Department forms the view that the Recipient or its subcontractors or the Supplier have not complied with their obligations under this clause 22, the Department may:

- (a) issue a Notice to the Recipient describing its concerns and requiring the Recipient to attend a meeting with the Department as soon as reasonably practicable to discuss those concerns, and the Recipient must use all reasonable endeavours to rectify the circumstances giving rise to the Department's concerns, at its cost, as soon as possible; or
- (b) require the Recipient, at the Recipient's cost, to obtain an independent safety and audit from an appropriately qualified person approved by the Department, following which the Recipient must implement any recommendations from that safety audit; and
- (c) withhold payment of a Milestone Amount and/or require the Recipient to rectify prior to those Works being included in the relevant Milestone Amount for that period.

23. Termination

23.1 If the Recipient breaches this Deed, nothing in this clause 23 will prejudice the right of the Department to recover damages or exercise any other right or remedy.

23.2 Subject to clause 23.3, where a party has breached this Deed:

- (a) the other party may give a Notice to that party requiring it to rectify the breach within 20 Business Days of receiving that Notice; and
- (b) if the party which received the Notice fails to rectify the breach within the time period stipulated under clause 23.2(a), the other party may terminate this Deed immediately by giving a further Notice.

23.3 The Department may terminate this Deed effective immediately on and from the provision of written Notice to the Recipient if:

- (a) the Recipient breaches a provision of this Deed in a manner that, in the Department's sole opinion, is not capable of being remedied;
- (b) the Recipient breaches any of clauses 4 (The Recipient's obligations), 5 (Supply and Installation standards and requirements), 9 (Incentive Credits – Payments), clause 10 (Withholding, Suspending, Changes to Milestone Amounts and Repayment), 13 (Reporting Requirements), 22 (Work Health and Safety), 24 (Modern Slavery) or 27.8 (General);
- (c) an Insolvency Event occurs;
- (d) in the Department's opinion, the Recipient is not carrying out the Project diligently and competently;
- (e) the Department considers that there has been a material change in circumstances in the Recipient's financial position, the Recipient's structure or the Recipient's identity;
- (f) the Recipient has not made significant progress in the performance of its obligations under this Deed to the satisfaction of the Department by the date that is 6 months after the date of this Deed;
- (g) the Department considers (acting reasonably) that any of the Works or the Assets are unsafe or do not satisfy the Minimum Installation Requirements;
- (h) a Head Tenancy Agreement has been terminated for any reason and there are no other Properties owned or leased by the Recipient;
- (i) if the Recipient or the Supplier has caused or contributed to any matter that has or is reasonably likely to have a material adverse impact on the Department's or the New South Wales Government's reputation; or
- (j) the Recipient failed to achieve Milestone Completion in respect of Milestone 6 by 31 December 2026,

and the Recipient has failed to satisfy the Department that such events or circumstances have been alleviated, within 15 days of receiving a Notice from the Department requiring the Recipient to do so.

23.4 Without limiting clause 10.5 or clause 11.5, if the Department terminates this Deed after the completion of Milestone 1 but prior to Project Completion, the

Department may, by notice require the Recipient, within no less than twenty (20) Business Days from receipt of the Notice, to:

- (a) repay the amount of the Grant, Milestone Amount, or portion of the Milestone Amount (as applicable) that has not as at the date of such Notice been spent on installation of the Assets (**Remaining Amount**); or
- (b) otherwise deal with the Remaining Amount as directed by the Department.

23.5 Where a Head Tenancy Agreement has been terminated in respect of a Leased Property after the completion of Milestone 1 but:

- (a) prior to Project Completion; and
- (b) there are other Properties owned or leased by the Recipient,

the Department may, by notice require the Recipient and in its sole discretion (acting reasonably), within no less than twenty (20) Business Days from receipt of the Notice, to:

- (a) require repayment of all or part of the Milestone 1 Amount in accordance with clause 10.5;
- (b) amend the remaining Milestone Amounts to reflect the reduction in the scope of the Project; and/or
- (c) otherwise deal with the Remaining Amount as directed by the Department.

23.6 Without prejudice to any of the Department's other rights under this Deed, the Department may at any time, for its sole convenience, and for any or no reason, by written Notice to the Recipient terminate the Deed effective from the time and date stated in the Department's Notice, or if no time and date is stated, at the time the Notice is received by the Recipient.

23.7 If the Department:

- (a) terminates the Deed under clause 23.6; or
- (b) breaches this Deed and this Deed is subsequently terminated in accordance with clause 23.2(b),

the Recipient will be entitled to payment of any:

- (c) Milestone Amounts that accrued for payment in accordance with this Deed prior to termination, but that remain unpaid as at the date of termination; and
- (d) portion of the Incentive Credits that accrued to the Recipient in accordance with this Deed prior to termination, and has been spent by the Recipient prior to the date of termination in reliance on receipt of the accrued Incentive Credit amount had Milestone 6 been achieved.

23.8 The amount that the Recipient is entitled to under clause 23.7 will be a limitation upon the Department's liability to the Recipient arising out of, or in any way in connection with, the termination of the Deed by the Department under clause 23.6 and the Recipient will not be entitled to make, and the Department will not be liable upon termination, any Claim arising out of, or in any way in connection with, such termination of the Deed, other than for the amount payable under clause 23.7.

23.9 The Recipient acknowledges that the amounts to be paid to the Department under this clause 23, clause 10.5 and clause 11.5 are a genuine pre-estimate of the losses incurred by the Department for the defaults or circumstances described in those clauses.

24. Modern Slavery

24.1 The Recipient will comply with, and take reasonable steps to ensure that any entity that it owns or controls complies with, the Modern Slavery Laws, to the extent applicable.

24.2 The Recipient must take reasonable steps to ensure that:

- (a) Modern Slavery is not occurring in the operations and supply chains of the Recipient and any entity that it owns or controls; and
- (b) it does not use, nor procure, any goods, plant, equipment or other materials and work or services that are the product of Modern Slavery.

25. Dispute Resolution

25.1 If a dispute arises in relation to this Deed (a **Dispute**), a party must comply with this clause 25 before starting arbitration or court proceedings, except proceedings for urgent interlocutory relief.

- 25.2 A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute (**Dispute Notice**) in accordance with the requirements of clause 26.
- 25.3 Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who:
- (a) does not have prior direct involvement in the Dispute; and
 - (b) has authority to negotiate and settle the Dispute.
- 25.4 If the Dispute is not resolved within 10 Business Days from the date the Dispute Notice is received by the party to whom the Dispute Notice is given, the party which gave the Dispute Notice under clause 25.2 must refer the Dispute for mediation by the Australian Disputes Centre Limited (**ADC**) for resolution in accordance with the mediation rules of the ADC.
- 25.5 If the Dispute is not resolved within 40 Business Days after referral to mediation either party may initiate proceedings in court.
- 25.6 Each party must pay its own costs of complying with this clause 25 and pay the costs of the mediator evenly.
-

26. Notices

- 26.1 Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered, posted or emailed to:
- (a) in respect of the Department, the Authorised Officer specified in the Details; and
 - (b) in respect of the Recipient, the Authorised Officer specified in the Details, or, in each case, as otherwise notified in writing.
- 26.2 If a Notice is posted or hand-delivered in accordance with clause 26.1, that Notice must also be sent via email to the relevant email address set out in the Details. The receiving party will be deemed to have received the Notice on the earlier of the time at which the:
- (a) post or hand-delivered is deemed delivered under clause 26.3; or
 - (b) email is deemed delivered under clause 26.3.
- 26.3 The receiving party will be deemed to have received the Notice as follows:

- (a) if hand delivered, on the day on which it is delivered or left at the relevant address;
- (b) if sent by post within Australia:
 - (i) if posted using Express Post, the priority letter service option of regular post, or the priority service option for Registered Mail, on the fourth Business Day after the day on which it is posted; and
 - (ii) if posted using the regular post option, on the tenth Business Day after the day on which it is posted;
- (c) if sent by email before 5.00pm on a Business Day, the first of the following occurring:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not be delivered.
- (d) if sent by email after 5.00pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.

26.4 Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

27. General

27.1 **Survival:** The following clauses survive termination or expiry of this Deed: clauses 11 (Assets), 13 (Reporting Requirements), 14 (Records), 17 (Confidential Information), 18 (Privacy), 21 (Indemnities and liability), 23 (Termination), 27.10 (Governing Law), this clause 27.1 (Survival) and any other clause which by its nature is intended to survive termination or expiry of this Deed.

27.2 **Conflict of Interest:**

- (a) The Recipient warrants that no conflict of interest exists in relation to the Project or the Grant at the Commencement Date.
- (b) The Recipient must immediately provide the Department with written Notice upon becoming aware of the existence, or possibility, of an actual or

perceived conflict of interest in the performance of the Project or arising out of or in connection with the Grant.

- (c) On receipt of a Notice under this clause 27.2, the Department may:
 - (i) approve the Recipient proceeding with the Project, which may be subject to conditions specified by the Department to ensure appropriate management of the actual or perceived conflict of interest; or
 - (ii) where, in the Department's view, the actual or perceived conflict of interest in the performance of the Project or Grant cannot be appropriately managed, terminate this Deed by Notice in writing to the Recipient effective from the date specified in the Notice.
 - (iii) If requested, the Recipient must sign a conflict of interest declaration in the form required by the Department.

27.3 **Entire Deed:** This Deed states all the express terms agreed by the parties as to the matters referred to in this Deed. It supersedes all prior contracts, obligations, representations, conduct and understandings between the parties relating to the subject matter of this Deed. Any special conditions expressed in the Details form part of the terms of this Deed and are binding on both parties.

27.4 **Variation:** This Deed may only be varied by agreement in writing.

27.5 **Inconsistency:** If there is any inconsistency between provisions of this Deed, then the order of precedence will be:

- (a) the Details; then
- (b) any Special Conditions; then
- (c) these Funding Terms; then
- (d) any Schedules.

27.6 **Negation of employment, partnership or agency**

- (a) This Deed does not create a relationship of agency, partnership, and/or employment between the parties.
- (b) The Recipient must not represent itself as being an employee or agent of the Department or as otherwise able to bind or represent the Department.

27.7 **Waiver**

- (a) If a party fails to exercise any of its rights under this Deed, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Deed to their full force and effect.
- (b) Any waiver by a party of a breach of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

27.8 **Assignment:** The Recipient must not assign or novate its obligations or interests under this Deed, without the prior written consent of the Department.

27.9 **Counterparts:** This Deed may be signed in any number of counterparts which taken together will constitute one instrument.

27.10 **Governing Law:** The laws of New South Wales govern this Deed and the parties submit to the non-exclusive jurisdiction of the courts in that State.

27.11 **Electronic execution:** Each party consents to this Deed being executed electronically by any method (including by signing on an electronic device, electronic signing platform or by digital signature) and existing in electronic form, and agrees that electronic signature and the method used is a legal valid, reliable and binding method of execution and is conclusive as to the identity of a party and their intention to be bound as if signed by that party's (or any of its duly authorised signatory's) manuscript signature.

Executed as a deed

Signed, sealed and delivered for and on behalf of **the Crown in right of the State of New South Wales acting through the Department of Climate Change, Energy the Environment and Water** by its authorised signatory but not so as to incur personal liability:

Signature of Authorised Signatory Strike through if <u>not</u> signed electronically** I acknowledge this Deed has been electronically signed by me, the authorised representative named below, affixed on the date specified below.	Signature of Witness Strike through if not signed electronically** I acknowledge this Deed has been electronically signed by me, the Witness named below, affixed on the date specified below.
Name of Authorised Signatory	Name of Witness
Position of Authorised Signatory	Address of Witness
Date and time	Date and time Strike through if not witnessing over audio visual link** By signing this document, the witness states that it witnessed the signing of this document over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the <i>Electronic Transactions Act 2000 (NSW)</i> .

Signed, sealed and delivered for and on behalf of **[insert]** in accordance with section 127 of
the *Corporations Act 2001 (Cth)*.

Signature of Director (1)	Signature of Director (2)/ Company Secretary
Name of Director	Name of Director/Company Secretary
Date	Date

Schedule A – Project Reporting, Milestones & Assurance Material

Milestone	Milestone	Activities form part of Milestone	Assurance Material	Due Date	Incentive Credits available	Milestone Amount (\$)	Recipient Contribution (\$)	Total Milestone Cost (\$) (Milestone Amount + Recipient Contribution)
1	Execution of this Deed	<p>(a) Execution of this Deed by both the Recipient and the Department.</p> <p>(b) Submission by the Recipient to the Department of:</p> <ul style="list-style-type: none"> • Risk Management Plan for acceptance by the Department • Tenant engagement plan • Data collection and monitoring plan 	<ul style="list-style-type: none"> • Fully executed original of this Deed. • Risk Management Plan, accepted by the Department. • Tenant engagement plan, accepted by the Department. • A Data collection and monitoring plan, which ensures compliance with the reporting requirements and completion of the data collection spreadsheet accepted by the Department • Details of any work commenced prior to the execution of this Deed, if applicable. 	On or before [●]	Zero	[●]	Nil	[●]
2	Completion of installation for 20% of Properties	<p>Completion of installation of all Assets at 20% of Properties</p> <p>Providing Correctly Rendered Invoice in respect of installation of the Assets under the Installation Agreement to the Department</p>	A Milestone Report including the information required in, and submitted in accordance with, clause 13.3	On or before [●]	1% of total Grant payable on Project Completion, subject to clause 9 Incentive payments	[●]	[●]	[●]

Milestone	Milestone	Activities form part of Milestone	Assurance Material	Due Date	Incentive Credits available	Milestone Amount (\$)	Recipient Contribution (\$)	Total Milestone Cost (\$) (Milestone Amount + Recipient Contribution)
					are not calculated as part of the total Grant payable on Project Completion.			
3	Completion of installation for 40% of Properties	Completion of installation of all Assets at 40% of Properties Providing Correctly Rendered Invoice in respect of installation of the Assets under the Installation Agreement to the Department	A Milestone Report including the information required in, and submitted in accordance with, clause 13.3	On or before [●]	1% of total Grant payable on Project Completion, subject to clause 9 Incentive payments are not calculated as part of the total Grant payable on Project Completion.	[●]	[●]	[●]
4	Completion of installation for 60% of Properties	Completion of installation of all Assets at 60% of Properties Providing Correctly Rendered Invoice in respect of installation of the Assets under the Installation Agreement to the Department	A Milestone Report including the information required in, and submitted in accordance with, clause 13.3.	On or before [●]	1% of total Grant payable on Project Completion, subject to clause 9 Incentive payments are not calculated as part of the total Grant payable on Project Completion.	[●]	[●]	[●]

Milestone	Milestone	Activities form part of Milestone	Assurance Material	Due Date	Incentive Credits available	Milestone Amount (\$)	Recipient Contribution (\$)	Total Milestone Cost (\$) (Milestone Amount + Recipient Contribution)
5	Completion of installation for 80% of Properties	Completion of installation of all Assets at 80% of Properties Providing Correctly Rendered Invoice in respect of installation of the Assets under the Installation Agreement to the Department	A Milestone Report including the information required in, and submitted in accordance with, clause 13.3.	On or before [●]	1% of total Grant payable on Project Completion, subject to clause 9 Incentive payments are not calculated as part of the total Grant payable on Project Completion.	[●]	[●]	[●]
6	Completion of installation for all Properties	Completion of installation of all Assets at all Properties Providing Correctly Rendered Invoice in respect of installation of the Assets under the Installation Agreement to the Department	Evidence of all installs completed, including installs completed using accumulated incentive credit grants.	On or before [●]	1% of total Grant payable on Project Completion, subject to clause 9 Incentive payments are not calculated as part of the total Grant payable on Project Completion.	[●]	[●]	[●]
TOTAL			[●]			[●]	[●]	[●]

Schedule B – Reporting Requirements

Reporting requirement	Activities forming part of this report	Assurance Material	Due Date
<p>Completion of Safety Checklist (Schedule E)</p>		<p>Completed Safety Checklists</p>	<p>In accordance with clause 22.3(d).</p>
<p>Quarterly Reporting</p>	<p>Program delivery reporting, completed quarterly</p>	<p>An up-to-date copy of the Data Collection Spreadsheet (Schedule D), including:</p> <ul style="list-style-type: none"> • works completed in the previous period • costs of works completed • works planned/committed in the following period <p>Copies of completed Safety Checklists for works completed in the previous period.</p> <p>Reporting on risk monitoring, including:</p>	<p>Quarterly, on or before the following dates: [to be inserted]</p>

		<ul style="list-style-type: none"> • reporting on any significant problems encountered and the management/mitigation strategies implemented • reporting on any significant issues impacting delivery, such as changes in market demand or availability of personnel, Suppliers and/or Installers. • Reporting on changes to any WHS risks categories as high, including identification of any new WHS risks categorised as high. 	
Project Closure Report	Project closure reporting	<p>Project closure report, which must be in the form, and include information, required by the Department. The Project closure report will contain information about commissioning and/or operational status about all Works and Assets.</p> <p>Financial Acquittal report which must include:</p> <ul style="list-style-type: none"> • copies of the invoices submitted to the Department for each Milestone Payment up to the date of Project Completion; • receipts and information outlining how the Grant amount invoice has been applied and spent for 	On or before the date that is 90 days following the Project Completion Date.

each Milestone Payment up to the date of Project Completion;

- financial details of the expenditure of the Grant and any Recipient Contributions up to the date of Project Completion;
- the balance of any unspent Milestone Payments/Grant amounts up to the date of Project Completion; and

The Financial Acquittal report must be certified by an accountant who is a member of:

- Chartered Accountants Australia and New Zealand;
- CPA Australia; or
- The Institute of Public Accountants.

The certification must include that the:

- financial information contained in the Financial Acquittal is accurate and represents the complete account of financial transactions for the Project;

- Financial Acquittal has been prepared fairly, and is based on proper accounts and records which comply with Australian accounting standards; and
- the Grant and Recipient Contributions were expended only for the Project and otherwise in accordance with this Deed.

Schedule C – Plans, Policies, Regulations, Guidelines and Standards

Policies, Regulations, Guidelines and Standards

Where applicable to the Activity, the following policies, regulations, guidelines and standards must be adhered to:

1. In relation to work, health and safety, the Work Health & Safety Management Guidelines (6ed) (December 2019);
2. In relation to quality management, AS/NZS ISO 9001 and, if applicable, the NSW Government Quality Management Systems Guidelines for Construction (Edition 4 December 2019);
3. In relation to environmental management, AS/NZS ISO 14001, and, if applicable, the NSW Government Environmental Management Systems Guidelines (Edition 4 December 2019);
4. National Construction Code
5. Supervision Practice Standard for licensed electricians supervising apprentices, NSW Government
6. Work Near Overhead Powerlines Code of Practice 2006, NSW Government
7. How to Safely Remove Asbestos Code of Practice, December 2022, SafeWork NSW
8. How to Manage and Control Asbestos in the Workplace Code of Practice, December 2022, SafeWork NSW
9. Managing the Risk of Falls in Housing Construction Code of Practice, August 2019, NSW Government
10. Falling Objects in Construction Fact Sheet, SafeWork NSW
11. Applicable DNSP connection standards and requirements for grid connected assets.

Schedule D – Data collection spreadsheet

Download the [data collection spreadsheet](#)

Schedule E – Safety Checklist

Recipient Name:			
Person completing this form:			
Installer name:			
Installation site address:			
Installation site specifics: (per Installer per Property)			
Date:		Signature:	

Summary of Safety Check	Y	N	N/A
Licences, training and workers compensation			
Installer has provided evidence that workers hold a construction induction card (white card). SafeWork NSW licences can be verified at https://verify.licence.nsw.gov.au/ .			
Installer has provided evidence that workers have been adequately trained e.g., for safe work at heights, applying safe work method statements (SWMS), emergency response procedures, and other skills as required.			
Installer has provided evidence of the electrician's electrical licence or electrical supervisors licence e.g. they hold the correct Fair Trading licence. Note: trade licences can be verified at https://verify.licence.nsw.gov.au/ .			
Installer has a current workers compensation policy. Note: see https://www.icare.nsw.gov.au/employers/who-needs-workers-insurance/who-needs-a-policy#gref to determine if your installer needs a workers compensation policy.			
Planning for Safety			
A competent person has conducted an inspection of the installation site to identify the site-specific safety hazards and safety equipment required, prior to work commencing. For the avoidance of any doubt, ceiling insulation requires a site inspection.			
Recipient has provided the installer with the site-specific safety controls that are required for the job, prior to the installer attending the site.			
A site-specific safe work method statement (SWMS) has been prepared by the installer and provided to the Recipient for high-risk construction work e.g. addressing falls, ceiling insulation, electrical and asbestos risks.			

Falls from heights risks			
<i>When determining the fall prevention equipment that will be used, the installer must take into consideration the roof design (e.g., pitch, slope, configuration) and roof surface type (e.g., skylights, clear plastic sheeting, asbestos, slippery etc) and select the appropriate falls protection equipment, as per the hierarchy of control. The hierarchy of control requires that a fall prevention device such as roof rails is used for roof edges and physical barriers/covers are used for fragile or brittle roofing. Harnesses must only be used as a last resort, when physical edge protection cannot be installed.</i>			
The Installer has arranged for appropriate fall prevention devices for roof edges.			
The Installer has arranged for appropriate fall prevention devices for fragile/brittle roof surfaces/skylights			
If the installer has chosen to use harnesses, did you ask them why they could not install roof rails, scaffold or protective guards and covers?			
Did the installer arrange for adequate access/egress to the roof e.g., using a ladder that is one metre past the landing and fixed at the top?			
Electrical Work			
The installer has a lock out/tag out system to isolate power during solar installation.			
The work is outside the safe approach distance to overhead electrical lines.			
The electrical work is being conducted or appropriately supervised by a licenced electrician? i.e. holds the correct Fair-Trading licence.			
Falling objects and unauthorised access risks			
Installer has a system in place to limit unauthorised persons from accessing the work area e.g. exclusion zone with bollards, fencing, barrier in place etc. Consideration has been given to inclement weather conditions e.g high wind, wet weather			
Compliance with the Risk Management Plan			

Schedule F – Application

[Insert]

Schedule G – Grant Guidelines

Download the [Grant Guidelines](#)